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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

* * * * *

IN RE: Case No. 21-50466-btb
(Chapter 13)

JULIANA MAYER LOZA,
Debtor.

**DEBTOR'S MOTION FOR SANCTIONS
AGAINST LEVERTY & ASSOCIATES
LAW, CHTD. AND ALLIED
FORECLOSURE SERVICES FOR
WILLFUL VIOLATION OF THE
§362(a) AUTOMATIC STAY AND TO
DECLARE FORECLOSURE SALE
VOID AB INITIO**

Hearing Date:
Hearing Time:
Est. Time: 30 minutes
Set by: Judge Beesley per OST

JULIANA MAYER LOZA ("Debtor"), by and through her attorney, STEPHEN R. HARRIS, ESQ., of HARRIS LAW PRACTICE LLC, hereby files her DEBTOR'S MOTION FOR SANCTIONS AGAINST LEVERTY & ASSOCIATES LAW, CHTD. AND ALLIED FORECLOSURE SERVICES FOR WILLFUL VIOLATION OF THE § 362(a) AUTOMATIC STAY AND TO DECLARE FORECLOSURE SALE VOID AB INITIO ("Motion"), and states and alleges as follows:

BACKGROUND

1. The Debtor, her deceased husband, Ray Warren Exley, M.D., and their pension plan, Athena Medical Group Defined Contribution Pension Plan and Trust Number Three

1 ("Athena"), all have a long and tortured litigation history with Leverty & Associates Law Chtd.,
 2 a Nevada corporation ("Leverty") and in particular one of its principals, Vernon E. Leverty, Esq.
 3 ("Mr. Leverty"). As a result, there were, and are, several state and federal civil actions involving
 4 Leverty and the Debtor in her capacity as Co-Trustee or Special Administrator.

5 2. One such action in the United States District Court, District of Nevada, captioned
 6 Leverty & Associates Law Chtd., a Nevada corporation v. Ray Warren Exley, an individual, Case
 7 No. 3:17-00175-MMD-VPC, resulted in a Judgment in favor of Leverty and against Dr. Exley,
 8 deceased, and Juliana Loza as Judgment Debtors, in the principal sum of \$161,000 ("First
 9 Judgment"). On March 12, 2021, the District Court entered a Writ of Execution in the amount of
 10 \$199,598.08, a copy of which is attached hereto as **Exhibit A**.

11 3. In its attempt to collect on the First Judgment, Leverty filed a Complaint in the
 12 Ninth Judicial District Court, Douglas County, Nevada, on March 23, 2021, against the Debtor,
 13 Ray W. Exley, M.D. Nevada Family Trust, Juliana Mayer Loza as a Corporate Officer of Athena
 14 Medical Group, Inc. and as Trustee of the Athena Medical Group Defined Pension Plan and Trust
 15 Number Three, Juliana Mayer Loza as Special Administrator and Personal Representative of Ray
 16 Exley Estate, and multiple other related entities (collectively the "Defaulted Defendants"), as
 17 Case No. 2021-CV-00057 ("Complaint"). The Complaint sought the avoidance of several
 18 purportedly fraudulent transfers of the real property located 429 Panorama Drive, Stateline, NV
 19 89449, APN: 1318-25-111-017 ("Real Property"). The Debtor estimates the current market value
 20 of the Real Property to be approximately \$1.4 Million.

21 4. Even though Leverty knew that the Defaulted Defendants were represented by
 22 legal counsel, it did not provide their counsel with notice of intent to default and as a result, a
 23 Judgment by Default was entered by the state court on May 25, 2021 ("Default Judgment"). A
 24 copy of the Default Judgment is attached hereto as **Exhibit B**. The effect of the Default Judgment
 25 was to avoid four transfers and revert title to the Real Property back to Ray Warren Exley, M.D,
 26 deceased ("Dr. Exley's Estate").

27 5. The Real Property was also encumbered by a Deed of Trust securing a Note in
 28 favor of Rovert I. Novasel and Richard W. Schwarte, Co-Trustees of the Novasel & Schwarte

1 Investments, Inc. Profit Sharing Plan, in the approximate sum of \$175,000. In connection thereto,
 2 Allied Foreclosure Services recorded a Notice of Default and Election to Sell (“NOD”) on April
 3 20, 2020, and a Notice of Trustee’s Sale on January 4, 2021. Copies of the recorded NOD and
 4 Notice of Trustee’s Sale are attached hereto as **Exhibit C**.

5 6. Seeing an opportunity to control the Real Property and divest the Debtor of any
 6 equity, Leverty purchased for \$220,000.00 the Note and Deed of Trust sometime on or before
 7 January 22, 2021, and recorded an Assignment of Deed of Trust on January 22, 2021. A copy of
 8 the Assignment of Deed of Trust is attached hereto as **Exhibit D**. The trustee’s foreclosure sale
 9 was originally scheduled for January 27, 2021, at 1:00 p.m., but was continued so that a new sale
 10 was ultimately scheduled for June 23, 2021, at 1:00 p.m.

11 7. As stated previously, the Real Property has an estimated market value of \$1.4
 12 million and substantial equity above the Deed of Trust. And the Debtor has a beneficial and
 13 equitable interest in the Real Property whether title to the Real Property is held in the Debtor’s
 14 name, in Dr. Exley’s Estate, or in Athena because she is a special administrator, co-trustee, and
 15 beneficiary.

16 8. Thus, in order to preserve the equity in the Real Property, on June 22, 2021, at
 17 3:03 p.m., an agent for Athena recorded a Quitclaim Deed in Douglas County, Nevada, as
 18 Document No. 2021-969515, transferring any and all interest in the Real Property from Ray
 19 Warren Exley, deceased, to The Athena Medical Group Defined Contribution Pension Plan and
 20 Trust Number Three. Immediately thereafter, an agent for the Debtor recorded a Quitclaim Deed
 21 in Douglas County, Nevada, as Document No. 2021-969516, transferring any and all interest in
 22 the Real Property from Athena to the Debtor, Juliana Mayer Loza. Copies of the recorded
 23 Quitclaim Deeds are attached hereto as **Exhibit E**.

24 9. Debtor then filed her voluntary petition for Chapter 13 bankruptcy relief on June
 25 22, 2021, at approximately 6:18 p.m. PDT (*See DE 1*). Thus, at the time of the Debtor’s
 26 bankruptcy filing, the Debtor held actual title to the Real Property. The Debtor, individually and
 27 in her capacity as special administrator and co-trustee, also held beneficial and equitable interests
 28 in any assets owned by Dr. Exley’s Estate and Athena. The Real Property and any beneficial and

1 equitable interests were immediately protected by the provisions of the 11 U.S.C. § 362(a)
 2 automatic stay.

3 10. Shortly after filing the Debtor's Chapter 13 case, at approximately 6:18 p.m. on
 4 June 22, 2021, undersigned counsel emailed a letter and Notice of Bankruptcy Filing to Mr.
 5 Leverty and William Ginn, Esq. at the Leverty law firm, advising them of the bankruptcy filing
 6 and automatic stay. Copies of the Quitclaim Deeds were also emailed to Mr. Leverty and Mr.
 7 Ginn, showing that Debtor held title to the Real Property. Copies of the letter and emails are
 8 attached hereto as **Exhibit F**. The same letter and Quitclaim Deeds were also emailed and faxed
 9 to Allied Foreclosure Services ("Allied"). As evidenced by the email chains attached hereto as
 10 Exhibit F, Mr. Ginn replied to undersigned counsel and was thus aware of the bankruptcy filing
 11 and automatic stay.

12 11. Notwithstanding actual notice of the Debtor's bankruptcy filing and automatic
 13 stay, Leverty and Allied elected to proceed with the trustee's foreclosure sale on June 23, 2021,
 14 at 1:00 p.m., at which time the Real Property was purportedly sold for approximately \$976,000.00
 15 to Kamma, LLC, attention Brett Nelson, Manager.

16 12. Even up to the immediate time of the sale, Debtor's counsel advised Patrick
 17 Leverty, Esq., through co-counsel Gene Kaufmann, Esq., that Leverty and Allied were violating
 18 the automatic stay by proceeding with the foreclosure sale. But Leverty and its agents disregarded
 19 the warning and proceeded with the sale anyway, although it purportedly advised all potential
 20 bidders that the Debtor had filed bankruptcy and was alleging a violation of the bankruptcy stay.

21 13. As a result of Leverty and Allied's blatant and willful violation of the 11 U.S.C. §
 22 362(a) automatic stay, the Debtor had to file this Motion for sanctions and to set aside any
 23 purported foreclosure sale.

LEGAL ARGUMENT

25 A. **Leverty and Allied willfully violated the automatic stay by proceeding with the**
 26 **foreclosure sale of the Real Property despite their knowledge of the bankruptcy.**

27 Upon the filing of a bankruptcy case, § 362(a) imposes an automatic stay on all creditor
 28 collection activities against the debtor. *See* 11 U.S.C. § 362(a). Section 362(a) provides in part:

1 “A petition filed under section 301, 302 or 303 . . . operates as a stay, applicable to all entities, of
 2 . . . (3) any act to obtain possession of property of the estate or of property from the estate or to
 3 exercise control over property of the estate. . . .“ The stay likewise applies to “any act to . . .
 4 enforce any lien against property of the estate.” and “any act to . . . enforce against property of
 5 the debtor any lien to the extent that such lien secures a claim that arose before commencement
 6 of the case.” 11 U.S.C. §§ 362(a)(4) and (5).

7 The purpose of the automatic stay is to give the debtor a breathing spell from his or her
 8 creditors, to stop all collection efforts, harassment, and foreclosure actions. *First Nat'l Bank of*
 9 *Anchorage and Alaska Title Guaranty Co. (In re Roach)*, 660 F.2d 1316, 1318 (9th Cir. 1981)
 10 (citations omitted). And “functionally the automatic stay is a combination of a temporary
 11 restraining order and a preliminary injunction.” *In re Henry*, 266 B.R. 457 (Bankr. C.D. Cal.
 12 2001). But importantly, the automatic stay differs from a temporary restraining order and a
 13 preliminary injunction in six ways: (1) it is automatic upon the filing of a bankruptcy petition and
 14 does not require a court order; (2) a debtor is not required to carry any burden of proof or provide
 15 any level of evidence to obtain it; (3) a creditor is not entitled to be heard, or even to be given
 16 notice, before it is imposed; (4) it requires no bond; (5) it is binding on all creditors, whether or
 17 not they have notice of it, and lack of notice is chiefly a defense to punitive damages. *Id.*

18 The Ninth Circuit has addressed the breadth of the automatic stay and applies it seriously,
 19 because the automatic stay plays a vital role in bankruptcy. *Schwartz v. United States (In re*
 20 *Schwartz)*, 954 F.2d 569, 571 (9th Cir. 1992). The automatic stay is one of the fundamental
 21 protections provided by the Bankruptcy Code, and it is meant to give the debtor a breathing spell
 22 and to stop “all collection efforts, all harassment. and all foreclosure actions.” *Id.*

23 The Ninth Circuit has also explained that courts will not reward those who violate the
 24 automatic stay. *Id.* at 572. Importantly, “[t]he Bankruptcy Code does not burden the debtor with
 25 a duty to take additional steps to secure the benefit of the automatic stay.” *Id.* If a creditor believes
 26 it has cause to continue post-petition collection efforts, then it has the burden of obtaining relief
 27 from the automatic stay. *Id.* (citing *In re Williams*, 124 B.R. 311, 317–18 (Bankr. C.D. Cal.
 28 1991)).

1 Here, the Quitclaim Deeds were recorded several hours before the Debtor's bankruptcy
 2 filing, thereby vesting all interest in the Real Property in the Debtor. And it is undisputed that
 3 Leverty and Allied were aware of the bankruptcy filing and willfully chose to violate the
 4 automatic stay with no explanation. After the foreclosure sale, Patrick Leverty, Esq., agent of
 5 Leverty, advised Debtor's co-counsel Gene Kaufmann, Esq. and in turn Debtor's counsel, that
 6 Leverty did not believe the automatic stay applied to the Real Property because the Quitclaim
 7 Deed from Athena to the Debtor was signed on June 21, 2021, but the Quitclaim Deed from Dr.
 8 Exley's Estate to Athena was not signed until the next day, on June 22, 2021. Thus, Leverty
 9 argued that when Athena transferred its interest to the Debtor, it did not hold any interest to
 10 transfer because Athena did not accept its interest in the Real Property until the next day when
 11 Dr. Exley's Estate signed the Quitclaim Deed transferring its interest to Athena. But this argument
 12 is unpersuasive because Leverty and Allied have no knowledge of the intent of the grantors and
 13 grantees in delivering and accepting the deeds. The signature dates do not correlate with delivery
 14 and acceptance of the deeds, both of which are required to make deeds effective. Moreover, for
 15 purposes of title record and notice to the world, the Quitclaim Deeds were recorded in the order
 16 that reflected the parties' intent, thus vesting final title in the Debtor.

17 Finally, NRS 111.160 provides that after-acquired title passes to a grantee. Specifically,
 18 "[i]f any person shall convey any real property, by conveyance purporting to convey the same in
 19 fee simple absolute, and shall not at the time of such conveyance have the legal estate in such real
 20 property but shall afterward acquire the same, the legal estate subsequently acquired shall
 21 immediately pass to the grantee, and such conveyance shall be valid as if such legal estate had
 22 been in the grantor at the time of the conveyance." NRS 111.160. Thus, even assuming for
 23 argument sake that Leverty was correct that the Quitclaim Deeds were delivered and accepted by
 24 the grantors and grantees out of order, the conveyances are still valid under NRS 111.160.

25 Moreover, even if the Debtor did not hold actual title in the Real Property, she had an
 26 equitable and beneficial interest in the Real Property individually as a beneficiary, and in her
 27 capacity as special administrator and co-trustee of Dr. Exley's Estate and the Athena trust. And
 28 Leverty is well aware of the Debtor's multiple roles because it has sued her in all of those

1 capacities.

2 Regardless of any purported argument concocted by Leverty about the signature dates of
 3 the Quitclaim Deeds, the point is that it was not up to Leverty and Allied to unilaterally adjudicate
 4 any dispute and willfully violate the automatic stay. If they had a colorable argument about
 5 whether or not the automatic stay protected the Real Property, the Bankruptcy Code places the
 6 burden on them to seek guidance or permission from this Court first. But apparently Leverty and
 7 Allied believe they are above the law and that their legal theories preempt both the Bankruptcy
 8 Code and this Court's authority.

9 **B. Because Leverty and Allied willfully violated the automatic stay, the Court is
 10 required to award the Debtor her actual damages.**

11 A willful violation of the automatic stay results in a mandatory imposition of actual
 12 damages, costs, and attorney's fees under 11 U.S.C. § 362(k)(1). *In re Ramirez*, 183 B.R. 583,
 13 589 (B.A.P. 9th Cir. 1995). 11 U.S.C. §362(k) provides that an individual injured by any willful
 14 violation of the automatic stay "shall recover actual damages, including costs and attorneys' fees,
 15 and, in appropriate circumstances, may recover punitive damages." 11 U.S.C. § 362(k) (emphasis
 16 added). Section 362(k) requires a two-prong inquiry: First, the Bankruptcy Court must determine
 17 that the individual seeking the award was indeed injured by the violation of the automatic stay.
 18 Second, the court must determine that the violation was willful.

19 The Ninth Circuit has explained that "[b]y limited the availability of actual damages under
 20 §362(k) to individuals, Congress signaled its special interest in redressing harms that are unique
 21 to human beings. *In re Dawson*, 390 F.3d 1139, 1148 (9th Cir. 2004). One such harm is emotional
 22 distress, which can be suffered by individuals but not by organizations." *Id.* at 1146. Proof of
 23 pecuniary loss is not required for an award of emotional distress damages. *Id.* at 1149. To recover
 24 damages for emotional distress under § 362(k), an individual must either: (1) suffer significant
 25 harm; (2) clearly establish the significant harm; or (3) demonstrate a causal connection between
 26 that significant harm and the violation of the automatic stay. *Id.* Emotional harm may be proved
 27 by: (1) medical evidence; (2) non-experts, such as family members, friends, or coworkers; or (3)
 28 even without corroborative evidence where significant emotional distress is readily apparent. *Id.*

1 The last category includes cases where the violator's conduct is "egregious," or where the conduct
 2 is not egregious but the circumstances make it obvious that a reasonable person would suffer
 3 significant emotional harm. *Id.* See *In re Shwartz-Tallard*, 438 B.R. 313, 321–22 (D. Nev. 2010),
 4 affirmed 803 F.3d 1095 (9th Cir. 2015) (en banc); *In re Martinez*, 561 B.R. 132 (Bankr. Nev.
 5 2016).

6 In *Shwartz-Tallard*, Chief Judge Gloria M. Navarro of the U.S. District Court for the
 7 District of Nevada affirmed Judge Linda B. Riegle's award of \$80,000 in damages for a willful
 8 violation of the automatic stay. *Shwartz-Tallard*, 438 B.R. at 316. That case also involved the
 9 post-petition taking of real property through a foreclosure sale. *Id.* Judge Navarro affirmed Judge
 10 Riegel's award of \$40,000 in emotional distress damages, \$20,000 in attorney's fees, and \$20,000
 11 in punitive damages. *Id.* With regard to the emotional distress damages, Judge Navarro explained
 12 that any reasonable person that has their home wrongfully taken from them "would suffer
 13 significant emotional distress . . ." *Id.* at 322.

14 This case presents the same significant emotional distress encountered by Judge Navarro.
 15 The Debtor expended significant time and effort precisely to save her family home and it was
 16 wrongly taken from her at a time when she thought it was protected by the Bankruptcy Code. As
 17 any reasonable person would, Debtor suffered significant emotional distress, especially because
 18 she has been mercilessly targeted by Leverty's heavy-handed litigation tactics for several years.
 19 Indeed, the Debtor has tried to pay Leverty's First Judgment a few times by refinancing or selling
 20 the Real Property. For malicious reasons, Leverty has thwarted each attempt by recording
 21 frivolous pleadings and *lis pendens* against the Real Property to cloud its title, or by initiating new
 22 lawsuits—all in Mr. Leverty's quest to extend his personal vendetta against the Debtor. Indeed,
 23 the First Judgment is against the Debtor as well as Dr. Exley, so transferring the Real Property
 24 from his estate to her does not in any way evade payment of the First Judgment by dissipating
 25 executable assets. But Leverty is determined not only to collect payment of its judgment, but also
 26 to deprive the Debtor of any surplus equity. All of this has substantially compounded the
 27 emotional distress suffered by the Debtor upon finding out that Leverty and Allied would proceed
 28 with the Real Property's foreclosure sale despite her bankruptcy filing.

1 In addition to emotional distress damages, the Debtor has also incurred attorneys' fees and
 2 costs in responding to Leverty and Allied's willful violation of the stay. These are actual damages
 3 which the Court must award, but the exact amount will not be known until this Motion is
 4 adjudicated.

5 Having established that Debtor has suffered actual damages because of Leverty and
 6 Allied's actions, the Court must decide if their violation of the stay was willful. It undoubtedly
 7 was. "A 'willful violation' does not require a specific intent to violate the automatic stay. Rather
 8 the statute provides for damages upon a finding that the creditor knew of the automatic stay and
 9 that the creditors' actions which violated the stay were intentional. Whether the party believes in
 10 good faith that it had a right to the property is not relevant to whether the act was 'willful' or
 11 whether compensation must be awarded." *In re Bloom*, 875 F.2d 224, 227 (9th Cir. 1989).

12 Here, it is undisputed that Leverty and Allied knew of the automatic stay. Their actions in
 13 conducting the foreclosure sale were also flagrant and intentional. Thus, it does not matter
 14 whether they had novel legal theories about why the Real Property was not really vested in the
 15 Debtor despite the recorded Quitclaim Deeds. Any questions about the applicability of the
 16 automatic stay should have been brought to this Court first—Leverty and Allied are not entitled
 17 to act as judge, jury, and executioner; they willfully violated the automatic stay.

18 In summary, under the circumstances presented here, the Court should award \$50,000 to
 19 the Debtor for emotional distress damages, in addition to the Debtor's actual attorneys' fees and
 20 costs in an amount to be determined, jointly and severally against Leverty and Allied.

21 **C. This Court should also award Debtor punitive damages.**

22 As noted above, 11 U.S.C. § 362(k) empowers this Court to award punitive damages for
 23 a violation of the automatic stay. "Generally speaking, there are two underlying purposes for
 24 punitive damages awards: to punish outrageous conduct and to deter future similar conduct." *In*
25 re Orian, 2018 Bankr. LEXIS 3734, 37 (B.A.P. 9th Cir. 2018). In *Snowden*, the Ninth Circuit
 26 found that a "reckless or callous disregard for the law," supports an award of punitive damages.
 27 *Snowden*, 769 F.3d 651, 657 (9th Cir. 2014), quoting *In re Bloom*, 785 F.2d 224, 228 (9th Cir.
 28 1989). While there is no fixed ratio or formula for determining the proper proportion, a court

1 should generally consider (1) the nature of the stay violator's acts; (2) the amount of compensatory
 2 damages awarded; and (3) the wealth of the stay violator. *Prof'l Seminar Consultants, Inc. v. Sino*
 3 *Am. Tech. Exch. Council, Inc.*, 727 F.2d 1470, 1473 (9th Cir. 1984).

4 In this case, Leverty and Allied have most certainly acted recklessly and in callous
 5 disregard for the law. First, they conducted the foreclosure sale with full knowledge that this
 6 bankruptcy case was pending. Second, they are sophisticated legal experts well-versed in the law
 7 and the consequences of violating the bankruptcy stay. Indeed, Leverty and Allied believe they
 8 are so well-versed in the law that they decided they were entitled to unilaterally conclude that the
 9 bankruptcy stay did not protect the Real Property even though title was clearly held in the
 10 Debtor's name based on the public record. Very rarely do creditors show such blatant disregard
 11 for the Bankruptcy Code and this Court's authority. Therefore, punitive damages are warranted.

12 The gravity of Leverty and Allied's actions warrants an award of punitive damages in the
 13 amount of \$50,000. Such a damage is at a one-to-one ratio to the emotional distress damages
 14 requested by the Debtor. Debtor is informed and believes that Leverty and Allied are sufficiently
 15 wealthy to be able to easily pay such punitive damages. In fact, Leverty purchased the Note and
 16 Deed of Trust against the Real Property earlier this year just to be able to exercise more control
 17 over the Debtor, so Leverty obviously has sufficient funds to pay such punitive damages. In this
 18 regard, the Debtor believes that anything less than \$50,000 may not be sufficient to deter similar
 19 future conduct by Leverty and Allied.

20 Debtor thus asks this Court to award her punitive damages of \$50,000 or more, jointly and
 21 severally against Leverty and Allied.

22 **D. The foreclosure sale is void ab initio because it was conducted in violation of the
 23 automatic stay.**

24 The final issue is that the Debtor seeks an order determining that the Real Property
 25 foreclosure sale conducted on June 23, 2021, by Leverty and Allied is void *ab initio*. The Ninth
 26 Circuit has clearly stated that acts done in violation of the automatic stay are void, rather than
 27 voidable, because merely voidable acts "would have the effect of encouraging disrespect for the
 28 stay by increasing the possibility that violators of the automatic stay may profit from their

1 disregard for the law, provided it goes undiscovered for a sufficient period of time.” *Schwartz*,
 2 954 F.2d a6 569. Indeed, Leverty and Allied displayed outrageous disrespect for the automatic
 3 stay by unilaterally deciding they were above the law.

4 In conclusion, the Debtor is not required to take any special action to avoid the effect of
 5 the foreclosure sale. This Court can enter its order determining that the foreclosure sale was
 6 conducted in violation of the automatic stay and is thus void *ab initio*.

7 **CONCLUSION**

8 Based on the foregoing, the Debtor respectfully requests that this Court enter its Order:
 9 (1) Compelling Leverty and Allied to cancel any trustee deeds issued at the Real Property
 10 foreclosure sale; (2) finding that the Real Property foreclosure sale was conducted in violation of
 11 the 11 U.S.C. § 362(a) automatic stay and is void and of no effect; (3) finding that Leverty and
 12 Allied knowingly and willfully violated the automatic stay; (4) awarding Debtor emotional
 13 distress damages in the amount of \$50,000; (5) awarding Debtor punitive damages in the amount
 14 of \$50,000, or more; (6) awarding Debtor her actual attorneys’ fees and costs incurred in
 15 recovering her Real Property, estimated at \$10,000.00, to be determined after this Motion is fully
 16 adjudicated; and (7) for such other relief as this Court deems to be appropriate or necessary.

17 DATED this 24th day of June 2021.

18 STEPHEN R. HARRIS, ESQ.
 19 HARRIS LAW PRACTICE LLC
 20 /s/ *Stephen R. Harris*

21 _____
 22 Attorney for Debtor
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EXHIBIT A

DOUGLAS COUNTY, NV

Rec:\$40.00

Total:\$40.00

2021-965113

04/08/2021 11:03 AM

LEVERTY & ASSOCIATES LAW

Pgs=4

APN# 1318-25-111-017**Recording Requested by:**Name: Leverty & Associates LawAddress: 832 Willow St.City/State/Zip: Reno, NV 89502

KAREN ELLISON, RECORDER

(for Recorder's use only)

When Recorded Mail to:Name: Leverty & Associates LawAddress: 832 Willow St.City/State/Zip: Reno, NV 89502**Mail Tax Statement to:**

Name: _____

Address: _____

City/State/Zip: _____

Writ of Execution**(Title of Document)****Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)

Jess Rinehart

Title

Jess Rinehart

Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

MAR 18 2021

Case 3:17-cv-00175-MMD-WGC Document 182 Filed 03/12/21 Page 1 of 3

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LEVERTY & ASSOCIATES LAW CHTD., a)
Nevada Corporation,)

Plaintiff,)

v.)

RAY WARREN EXLEY, an individual; DOES)
I-XXX; and ABC CORPORATIONS A-Z;
inclusive,)

Case No. 3:17-00175-MMD-VPC

Defendants)

RAY WARREN EXLEY, an individual;)

Counter-Plaintiff)

v)

LEVERTY & ASSOCIATES LAW CHTD., a)
Nevada Corporation, DOES I-XXX; and ABC)
CORPORATIONS A-Z inclusive,)

Counter-Defendants)

WRIT OF EXECUTION

TO THE UNITED STATES MARSHAL FOR THE DISTRICT OF NEVADA:

On February 25, 2019, a Judgment was entered in the docket of the above-entitled Court and action, in favor of Leverty & Associates Law Chtd. as Judgment Creditor and against Ray Warren Exley, deceased¹ and Juliana Loza as Judgment Debtors, for \$161,000 principal, making a total of \$161,000 JUDGMENT AS ENTERED.

WHEREAS, according to an affidavit and request for issuance of writ of execution filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

\$38,598.08 accrued interest.

Credit must be given for payments and partial satisfaction in the amount of zero dollars and no cents (\$0.00), leaving a net balance of \$ \$199,598.08 ACTUALLY DUE on the

¹ Juliana Loza is the personal representative to the Estate of Ray Warren Exley. (ECF 177).

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1 date of the issuance of this writ, of which \$161,000 is due on the Judgment as entered, and bears
 2 interest pursuant to the Court's February 25, 2019, Judgment (ECF 145) as follows:

3 Interest has been accruing at the legal rate set forth in NRS § 17.130(2), commencing on
 4 July 27, 2017. The ACCRUED interest since July 27, 2017, was computed at the following rates
 5 pursuant to the Court's February 25, 2019, Judgment:

- 6 a. July 27, 2017 through December 31, 2017 - 6.25%
- 7 b. January 1, 2018 through June 30, 2018 - 6.5%
- 8 c. July 1, 2018 through December 31, 2018 - 7.00%
- 9 d. January 1, 2019 through June 30, 2019 - 7.50%
- 10 e. July 1, 2019 through December 31, 2019 - 7.50%
- 11 f. January 1, 2020 through June 30, 2019 - 6.75%
- 12 g. July 1, 2020 through December 31, 2020 - 5.25%
- 13 h. January 1, 2021 through March 11, 2021 - \$5.25%

14 The \$161,000 due on the Judgment as entered, bears interest at 5.25% in the amount of
 15 \$23.16 PER DAY from the date of the Affidavit and Request for Issuance of Writ of Execution
 16 to the date of issuance of this writ, to which must be added the accrued costs and fees and the
 17 commissions and costs of the officer executing this writ.

18 Notice by mail of any sale of property under this writ of execution has been requested.
 19 The following named persons have requested such notice of sale:

20 Vernon E. Leverty, Esq.
 21 William R. Ginn, Esq.,
 22 Leverty & Associates Law Chtd.
 23 832 Willow St.
 24 Reno, NV 89502
 25 (775) 3226636

26 YOU ARE THEREFOR COMMANDED to satisfy said Judgment with interest and costs
 27 as provided by law and your costs and disbursements out of the personal property of said
 debtors, except that for any pay period, 75 percent of the disposable earnings of the debtor
 during this period or for each week of the period 30 times the minimum hour wage prescribed by
 section 6(a)(1) of the Federal Labor Standards Act of 1938 [29 U.S.C. Sec. 206(a)(1)], and in the
 effect at the time the earnings are payable, whichever is greater, is exempt from any levy of
 execution pursuant to this writ, and if sufficient personal property cannot not found, then out of
 the debtors real property, or if the Judgment be a lien upon real property, then out of the real

Case 3:17-cv-00175-MMD-WGC Document 182 Filed 03/12/21 Page 3 of 3

1 property belonging to such debtors, and make return of this writ not less than (10) days nor more
2 than sixty (60) days after your receipt thereof with what you have done endorsed hereon.

3 Judgment Creditor/Plaintiff will identify to the U.S. Marshall or his representatives assets
4 that are to be seized to satisfy the judgment and order. Said assets include real property of said
5 debtors, including Douglas County Assessor Parcel Number 1318-25-111-017, real property
6 situated in the County of Douglas, State of Nevada, commonly known by its physical address of
7 429 Panorama Drive, Stateline, Nevada 89449.

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12 YOU ARE FURTHER COMMANDED if necessary, to turn over any property seized
13 under this order to a third party custodian or to the plaintiff. The U.S. Marshall or his
14 representative is authorized to use reasonable force in the execution of this Judgment/Order and
15 the Judgment Creditor/Plaintiff will hold the U.S. Marshall Services harmless of any liability
16 that may be imposed as a result of the execution of the Judgment.

17
18 Date: March 12, 2021



CLERK OF COURT

Dawn K. King

Signature of Clerk or Deputy Clerk

17 I hereby attest and certify on 3-17-2021
18 that the foregoing document is a full, true
19 and correct copy of the original on file in my
20 legal custody.

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA

By Samantha C Deputy Clerk



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EXHIBIT B

STEPHEN R. HARRIS, ESQ.
HARRIS LAW PRACTICE, LLC
6151 LAKESIDE DRIVE
SUITE 2100
RENO, NEVADA 89511
TELEPHONE: (775) 786-7600

APN# 1318-25-111-017

DOUGLAS COUNTY, NV

Rec:\$40.00

Total:\$40.00

LEVERTY & ASSOCIATES LAW

2021-968971

06/11/2021 01:12 PM

Pgs=11



00136555202109689710110115

KAREN ELLISON, RECORDER

E03

Recording Requested by:Name: Leverty & Associates LawAddress: 832 Willow St.City/State/Zip: Reno, NV 89502**When Recorded Mail to:**Name: Leverty & Associates LawAddress: 832 Willow St.City/State/Zip: Reno, NV 89502**Mail Tax Statement to:**

Name: _____

Address: _____

City/State/Zip: _____

JUDGMENT BY DEFAULT**(Title of Document)****Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.
 (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)

Signature**Title****Printed Name**

This page added to provide additional information required by NRS 111.312 Sections 1-2
 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

RECEIVED

MAY 24 2021

Douglas County
District Court Clerk

FILED

1 Case No.: 2021-CV-00057

2021-CV-00057 58

2 Dept No.: 1

3 This document does not contain personal information of any person

JULIANA MAYER LOZA
CLERK
C. WALTERS DEPUTY

5 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

6 IN AND FOR THE COUNTY OF DOUGLAS

7 LEVERTY & ASSOCIATES LAW CHTD.,

8 Plaintiff.

9 v.

10 Athena Medical Group Defined Contribution
11 Pension Plan and Trust Number Three; et al.

12 Defendants.

13 JUDGMENT BY DEFAULT

14 Judgment by Default against Defendants Juliana Mayer Loza; Ray W. Exley M.D. Nevada
15 Family Trust; Juliana Mayer Loza as a Corporate Officer of Athena Medical Group, Inc. and as Trustee
16 of the Athena Medical Group Defined Pension Plan and Trust Number Three; Ingrid Van Vuerings
17 individually and as a Corporate Officer of Athena Medical Group and as Trustee of the Athena Medical
18 Group Defined Pension Plan and Trust Number Three; Juliana Mayer Loza as Trustee of Athena
19 Medical Group, Inc. Defined Contribution Plan Number Two; Ingrid Van Vuerings as Trustee for
20 Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust Chtd.; Athena Medical Group
21 Defined Contribution Pension Plan and Trust Number Three; Athena Medical Group, Inc. Defined
22 Contribution Plan Number Two; Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust
23 Chtd.; Athena Medical Group Inc., a Nevada Corporation aka Athena Medical Group Corp., a Nevada
24 non-filing entity and Juliana Mayer Loza as Special Administrator and Personal Representative of Ray
25 Exley Estate.

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JUDGMENT BY DEFAULT

1 This matter came before the Court on Plaintiff Leverty & Associates Law Chtd.'s Application
2 for Judgment by Default. The Court, having review the file, the pleadings therein, the argument of
3 counsel, and the evidence presented, **THE COURT HEREBY FINDS:**

4 1. On March 23, 2021, Leverty & Associates Law Chtd. ("Leverty") filed a Complaint
5 against Defendants Juliana Mayer Loza; Ray W. Exley M.D. Nevada Family Trust; Juliana Mayer Loza
6 as a Corporate Officer of Athena Medical Group, Inc. and as Trustee of the Athena Medical Group
7 Defined Pension Plan and Trust Number Three; Ingrid Van Vuerings individually and as a Corporate
8 Officer of Athena Medical Group and as Trustee of the Athena Medical Group Defined Pension Plan
9 and Trust Number Three; Juliana Mayer Loza as Trustee of Athena Medical Group, Inc. Defined
10 Contribution Plan Number Two; Ingrid Van Vuerings as Trustee for Athena Medical Group, Inc.
11 Defined Benefit Pension Plan and Trust Chtd.; Athena Medical Group Defined Contribution Pension
12 Plan and Trust Number Three; Athena Medical Group, Inc. Defined Contribution Plan Number Two;
13 Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust Chtd.; Athena Medical Group Inc..
14 a Nevada Corporation aka Athena Medical Group Corp., a Nevada non-filing entity and Juliana Mayer
15 Loza as Special Administrator and Personal Representative of Ray Exley Estate. (Hereinafter
16 Collectively "Defaulted Defendants").

17 2. On March 31, 2021, Defendant Juliana Mayer Loza was served a copy of the Summons
18 and Complaint, which was filed with the Court on April 14, 2021.

19 3. On April 23, 2021, the Clerk of the Court entered Default against Defendant Juliana
20 Mayer Loza, as more than 21 days, exclusive of the date of service, had expired since service upon
21 Defendant Juliana Mayer Loza, and no answer or other appearance had been filed by Defendant Juliana
22 Mayer Loza, and no further time has been requested or granted.

23 4. On March 31, 2021, Defendant Ray W. Exley M.D. Nevada Family Trust was served a
24 copy of the Summons and Complaint, which was filed with the Court on April 14, 2021.

1 5. On April 23, 2021, the Clerk of the Court entered Default against Defendant Ray W.
2 Exley M.D. Nevada Family Trust, as more than 21 days, exclusive of the date of service, had expired
3 since service upon Defendant Ray W. Exley M.D. Nevada Family Trust, and no answer or other
4 appearance had been filed by Defendant Ray W. Exley M.D. Nevada Family Trust, and no further time
5 has been requested or granted.

6 6. On March 31, 2021, Defendant Juliana Mayer Loza as a Corporate Officer of Athena
7 Medical Group, Inc. and as Trustee of the Athena Medical Group Defined Pension Plan and Trust
8 Number Three was served a copy of the Summons and Complaint, which was filed with the Court on
9 April 14, 2021.

11 7. On April 23, 2021, the Clerk of the Court entered Default against Defendant Juliana
12 Mayer Loza as a Corporate Officer of Athena Medical Group, Inc. and as Trustee of the Athena Medical
13 Group Defined Pension Plan and Trust Number Three, as more than 21 days, exclusive of the date of
14 service, had expired since service upon Defendant Juliana Mayer Loza as a Corporate Officer of Athena
15 Medical Group, Inc. and as Trustee of the Athena Medical Group Defined Pension Plan and Trust
16 Number Three, and no answer or other appearance had been filed by Defendant Juliana Mayer Loza as a
17 Corporate Officer of Athena Medical Group, Inc. and as Trustee of the Athena Medical Group Defined
18 Pension Plan and Trust Number Three, and no further time has been requested or granted.

20 8. On March 31, 2021, Defendant Ingrid Van Vuerings individually and as a Corporate
21 Officer of Athena Medical Group and as Trustee of the Athena Medical Group Defined Pension Plan
22 and Trust Number Three was served a copy of the Summons and Complaint, which was filed with the
23 Court on April 14, 2021.

25 9. On April 23, 2021, the Clerk of the Court entered Default against Defendant Ingrid Van
26 Vuerings individually and as a Corporate Officer of Athena Medical Group and as Trustee of the Athena
27 Medical Group Defined Pension Plan and Trust Number Three, as more than 21 days, exclusive of the
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1 date of service, had expired since service upon Defendant Ingrid Van Vuerings individually and as a
2 Corporate Officer of Athena Medical Group and as Trustee of the Athena Medical Group Defined
3 Pension Plan and Trust Number Three, and no answer or other appearance had been filed by Defendant
4 Ingrid Van Vuerings individually and as a Corporate Officer of Athena Medical Group and as Trustee of
5 the Athena Medical Group Defined Pension Plan and Trust Number Three, and no further time has been
6 requested or granted.

7 10. On March 31, 2021, Defendant Juliana Mayer Loza as Trustee of Athena Medical Group,
8 Inc. Defined Contribution Plan Number Two was served a copy of the Summons and Complaint, which
9 was filed with the Court on April 14, 2021.

11 11. On April 23, 2021, the Clerk of the Court entered Default against Defendant Juliana
12 Mayer Loza as Trustee of Athena Medical Group, Inc. Defined Contribution Plan Number Two, as more
13 than 21 days, exclusive of the date of service, had expired since service upon Defendant Juliana Mayer
14 Loza as Trustee of Athena Medical Group, Inc. Defined Contribution Plan Number Two, and no answer
15 or other appearance had been filed by Defendant Juliana Mayer Loza as Trustee of Athena Medical
16 Group, Inc. Defined Contribution Plan Number Two, and no further time has been requested or granted.

17 12. On March 31, 2021, Defendant Ingrid Van Vuerings as Trustee for Athena Medical
18 Group, Inc. Defined Benefit Pension Plan and Trust Chtd. was served a copy of the Summons and
19 Complaint, which was filed with the Court on April 14, 2021.

20 13. On April 23, 2021, the Clerk of the Court entered Default against Defendant Ingrid Van
21 Vuerings as Trustee for Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust Chtd., as
22 more than 21 days, exclusive of the date of service, had expired since service upon Defendant Ingrid
23 Van Vuerings as Trustee for Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust Chtd.,
24 and no answer or other appearance had been filed by Defendant Ingrid Van Vuerings as Trustee for
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1 Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust Chtd., and no further time has been
2 requested or granted.

3 14. On March 31, 2021, Defendant Athena Medical Group Defined Contribution Pension
4 Plan and Trust Number Three was served a copy of the Summons and Complaint, which was filed with
5 the Court on April 14, 2021.

6 15. On April 23, 2021, the Clerk of the Court entered Default against Athena Medical Group
7 Defined Contribution Pension Plan and Trust Number Three, as more than 21 days, exclusive of the date
8 of service, had expired since service upon Defendant Athena Medical Group Defined Contribution
9 Pension Plan and Trust Number Three, and no answer or other appearance had been filed by Defendant
10 Athena Medical Group Defined Contribution Pension Plan and Trust Number Three, and no further time
11 has been requested or granted.

12 16. On March 31, 2021, Defendant Athena Medical Group, Inc. Defined Contribution Plan
13 Number Two was served a copy of the Summons and Complaint, which was filed with the Court on
14 April 14, 2021.

15 17. On April 23, 2021, the Clerk of the Court entered Default against Defendant Athena
16 Medical Group, Inc. Defined Contribution Plan Number Two, as more than 21 days, exclusive of the
17 date of service, had expired since service upon Defendant Athena Medical Group, Inc. Defined
18 Contribution Plan Number Two, and no answer or other appearance had been filed by Defendant Athena
19 Medical Group, Inc. Defined Contribution Plan Number Two, and no further time has been requested or
20 granted.

21 18. On March 31, 2021, Defendant Athena Medical Group, Inc. Defined Benefit Pension
22 Plan and Trust Chtd. was served a copy of the Summons and Complaint, which was filed with the Court
23 on April 14, 2021.

1 19. On April 23, 2021, the Clerk of the Court entered Default against Defendant Athena
2 Medical Group, Inc. Defined Benefit Pension Plan and Trust Chtd., as more than 21 days, exclusive of
3 the date of service, had expired since service upon Defendant Athena Medical Group, Inc. Defined
4 Benefit Pension Plan and Trust Chtd., and no answer or other appearance had been filed by Defendant
5 Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust Chtd., and no further time has been
6 requested or granted.

7 20. On April 9, 2021, Defendant Athena Medical Group Inc., a Nevada Corporation aka
8 Athena Medical Group Corp., a Nevada non-filing entity was served a copy of the Summons and
9 Complaint, which was filed with the Court on April 14, 2021.

11 21. On May 7, 2021, the Clerk of the Court entered Default against Defendant Athena
12 Medical Group Inc., a Nevada Corporation aka Athena Medical Group Corp., a Nevada non-filing
13 entity, as more than 21 days, exclusive of the date of service, had expired since service upon Defendant
14 Athena Medical Group Inc., a Nevada Corporation aka Athena Medical Group Corp., a Nevada non-
15 filing entity, and no answer or other appearance had been filed by Defendant Athena Medical Group
16 Inc., a Nevada Corporation aka Athena Medical Group Corp., a Nevada non-filing entity, and no further
17 time has been requested or granted.

19 22. On April 9, 2021, Defendant Juliana Mayer Loza as Special Administrator and Personal
20 Representative of Ray Exley Estate was served a copy of the Summons and Complaint, which was filed
21 with the Court on April 14, 2021.

22 23. On May 7, 2021, the Clerk of the Court entered Default against Defendant Juliana Mayer
23 Loza as Special Administrator and Personal Representative of Ray Exley Estate, as more than 21 days,
24 exclusive of the date of service, had expired since service upon Defendant Juliana Mayer Loza as
25 Special Administrator and Personal Representative of Ray Exley Estate, and no answer or other
26 time has been requested or granted.

1 appearance had been filed by Defendant Juliana Mayer Loza as Special Administrator and Personal
 2 Representative of Ray Exley Estate.

3 24. On or about May 21, 2021, Plaintiff Lcverty & Associates Law Chtd. filed an
 4 Application for Judgment by Default against the Default Defendants which was dated May 21, 2021.

5 25. The Application for Judgment by Default provides, and is supported by attached exhibits
 6 that demonstrate, Douglas County Assessor Parcel No. 1318-25-111-017, commonly known by its
 7 physical address of 429 Panorama Drive, Stateline, Nevada 89449, was fraudulently transferred in
 8 accordance with the provisions of Nevada Revised Statute Chapter 112 – Fraudulent Transfers (Uniform
 9 Act), on or about May 12, 2017, when title to Assessor Parcel No. 1318-25-111-017 was transferred
 10 pursuant to a “Quitclaim Deed” from Ray Warren Exley, M.D. to Ray Warren Exley, as Trustee of the
 11 Ray Warren Exley, M.D. Nevada Family Trust. (“First Fraudulent Transfer”).

12 26. The Application for Judgment by Default provides, and is supported by attached exhibits
 13 that demonstrate, Douglas County Assessor Parcel No. 1318-25-111-017, commonly known by its
 14 physical address of 429 Panorama Drive, Stateline, Nevada 89449, was fraudulently transferred in
 15 accordance with the provisions of Nevada Revised Statute Chapter 112 – Fraudulent Transfers (Uniform
 16 Act), on or about February 23, 2018, when title to Assessor Parcel No. 1318-25-111-017 was transferred
 17 pursuant to a “Quitclaim Deed” from the Ray Warren Exley, M.D. Nevada Family Trust to Athena
 18 Medical Group Defined Contribution Pension Plan and Trust Number Three. (“Second Fraudulent
 19 Transfer”).

20 27. The Application for Judgment by Default provides, and is supported by attached exhibits
 21 that demonstrate, Douglas County Assessor Parcel No. 1318-25-111-017, commonly known by its
 22 physical address of 429 Panorama Drive, Stateline, Nevada 89449, was fraudulently transferred in
 23 accordance with the provisions of Nevada Revised Statute Chapter 112 – Fraudulent Transfers (Uniform
 24 Act), on or about January 22, 2021, when title to Assessor Parcel No. 1318-25-111-017 was transferred

pursuant to a "Quit Claim Deed" from Athena Medical Group Defined Contribution Pension Plan and Trust Number Three to Juliana Mayer Loza. ("Third Fraudulent Transfer").

28. The Application for Judgment by Default provides, and is supported by attached exhibits that demonstrate, Douglas County Assessor Parcel No. 1318-25-111-017, commonly known by its physical address of 429 Panorama Drive, Stateline, Nevada 89449, was fraudulently transferred in accordance with the provisions of Nevada Revised Statute Chapter 112 – Fraudulent Transfers (Uniform Act), on or about March 30, 2021, when title to Assessor Parcel No. 1318-25-111-017 was transferred pursuant to a "Quit Claim Deed" from Juliana Mayer Loza to Athena Medical Group Defined Contribution Pension Plan and Trust Number Three. ("Fourth Fraudulent Transfer").

29. Pursuant to Nevada law, and the provisions of Nevada Revised Statute Chapter 112 – Fraudulent Transfers (Uniform Act), the First Fraudulent Transfer, Second Fraudulent Transfer, Third Fraudulent Transfer and Fourth Fraudulent Transfer, are all void.

IT IS HEREBY ORDERED:

1. The May 12, 2017, transfer of title to Douglas County Assessor Parcel No. 1318-25-111-017, Douglas County Recorder Document No. 2017-898535, is hereby void.

2. The February 23, 2018, transfer of title to Douglas County Assessor Parcel No. 1318-25-111-017, Douglas County Recorder Document No. 2018-910723, is hereby void.

3. The January 22, 2021, transfer of title to Douglas County Assessor Parcel No. 1318-25-111-017, Douglas County Recorder Document No. 2021-960445, is hereby void.

4. The March 30, 2021, transfer of title to Douglas County Assessor Parcel No. 1318-25-111-017, Douglas County Recorder Document No. 2021-964432, is hereby void.

5. Douglas County Assessor Parcel No. 1318-25-111-017, commonly known by its physical address of 429 Panorama Drive, Stateline, Nevada 89449, hereby reverts back and is to be titled in the name of Ray Warren Exley, M.D.

1 6. Upon any foreclosure on Douglas County Assessor Parcel No. 1318-25-111-017, after
2 payment of monies to the foreclosing party/lender, the trustee or agent for the foreclosing party shall
3 deposit all remaining monies with the Ninth Judicial District Court of the State of Nevada in and for the
4 County of Douglas so that such funds may be safeguarded and deposited in a blocked financial
5 account until such time they can be properly allocated or disbursed.

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7 DATED this 25 day of May, 2021
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11 DISTRICT COURT JUDGE
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CERTIFIED COPY
The document to which this certificate is attached is a
full, true and correct copy of the original in file and of
record in my office.

DATE 6-11-21.
BOBBIE R. WILLIAMS Clerk of Court
of the State of Nevada, in and for the County of Douglas,
By M. McNamee Deputy

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EXHIBIT C

A. P. No. 1318-25-111-017
Foreclosure No. 18034

DOUGLAS COUNTY, NV **2021-959310**
Rec:\$40.00
\$40.00 Pgs=4 01/04/2021 09:15 AM
FIRST CENTENNIAL - RENO (MAIN OFFICE)
KAREN ELLISON, RECORDER

When recorded mail to:
Allied Foreclosure Services
190 W. Huffaker Lane, #408
Reno, NV 89511

**AFFIRMATION PURSUANT TO
NRS 111.312(1) (2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

NOTICE OF TRUSTEE'S SALE

WHEREAS, ROBERT I. NOVASEL and RICHARD W. SCHWARTE, Co-Trustees of the NOVASEL & SCHWARTE INVESTMENTS, INC. PROFIT SHARING PLAN, are the owners and holders of that certain obligation evidenced by a Promissory Note dated May 23, 2017, and secured by that certain real property as evidenced by a Deed of Trust executed by RAY WARREN EXLEY, Trustee of the RAY WARREN EXLEY, M.D. NEVADA FAMILY TRUST, Trustor, to FIRST AMERICAN TITLE INSURANCE CORPORATION, Trustee for ROBERT I. NOVASEL and RICHARD W. SCHWARTE, Co-Trustees of the NOVASEL & SCHWARTE INVESTMENTS, INC. PROFIT SHARING PLAN, Beneficiary, which Deed of Trust was dated May 23, 2017, and recorded June 5, 2017, as Document No. 2017-899576, Official Records, Douglas County, Nevada; and

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., a Washington corporation, dba ALLIED TRUSTEE SERVICES, was substituted as Trustee under said Deed of Trust in the place and stead of FIRST AMERICAN INSURANCE CORPORATION, by document recorded April 2, 2020, as Document No. 2020-944257, Official Records, Douglas County, Nevada; and

WHEREAS, default has been made by said Trustor in the payment of the debt evidenced by the Promissory Note for which said Deed of Trust is security, and the said ROBERT I.

NOVASEL and RICHARD W. SCHWARTE, Co-Trustees of the NOVASEL & SCHWARTE INVESTMENTS, INC. PROFIT SHARING PLAN did cause Notice of Default and Election To Sell under said Deed of Trust to be recorded on September 24, 2020, as Document No. 2020-953294, Official Records, Douglas County, Nevada; and

WHEREAS, ROBERT I. NOVASEL and RICHARD W. SCHWARTE, Co-Trustees of the NOVASEL & SCHWARTE INVESTMENTS, INC. PROFIT SHARING PLAN have made demand upon said Trustee that said Trustee proceed to sell the land and premises described in said Deed of Trust;

NOW, THEREFORE, pursuant to said demand, and in accordance with the terms and under the authority of said Deed of Trust, said AUTOMATIC FUNDS TRANSFER SERVICES, dba ALLIED TRUSTEE SERVICES, as such Trustee, does hereby give notice that on the 27th day of January, 2021, at the hour of 1:00 o'clock P.M. on said day, at the front entrance to the Douglas County Courthouse located at 1038 Buckeye Road, in Minden, Nevada, said Trustee will sell at public auction to the highest bidder, for current lawful money of the United States of America, all that certain real property situate in the County of Douglas, State of Nevada, that is described as follows:

That portion of Lots 13 & 14, of Kingsbury Palisades as said Lots were set forth on the map filed in the office of the County Recorder of Douglas County, State of Nevada, September 18, 1962, as Document No. 20864, Official Records of Douglas County, State of Nevada, and that portion of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 13 North, Range 18 East, M.D.B.&M., being a portion of Lot 11 -Kingsbury Lakeview, unofficial, described as follows:

Commencing at the Southwest corner of said Lot 13, as said Lot is set forth on the map of Kingsbury Palisades; thence North $0^{\circ}03'38''$ West 104.27 feet to a point that lies South $0^{\circ}03'38''$ East, 58.73 feet the most Northerly corner of said Lot 13; thence East 117.33 feet to a point in the Westerly right of way line of Panorama Drive; thence Southeasterly along said right of way line along a curve concave to the Southeast with a central angle of $30^{\circ}27'44''$ and a radius of 125.00 feet, an arc distance of 66.46 feet; thence South 41.33 feet to the Southeast corner of said Lot 13; thence continuing South 131.68 feet; thence

North 59°54' West, 99.81 feet to a point from which the West 1/4 corner of said Section 25, bears South 29°12' West 1,347.78 feet; thence North 0°05' West 132.00 feet to the point of beginning.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain document recorded December June 5, 2017, in Book 1283, as Instrument No. 2017-899576.

TOGETHER WITH the improvements thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

The property address is purported to be 429 Panorama Drive, Stateline, Nevada. The current outstanding principal balance is approximately \$149,932.85, which is owed together with interest, late charges, advances, interest on advances, foreclosure fees and costs, and other expenses or costs not herein disclosed. The opening bid amount may be more or less than the outstanding principal balance as indicated.

The undersigned disclaims any liability for the accuracy of the above-described address, APN, or principal balance. Verification of such information can be requested during normal business hours at the office of the Trustee, whose address is 190 W. Huffaker Lane, #408, Reno, Nevada 89511, Telephone No. (775) 851-0881.

DATED: December 29, 2020.

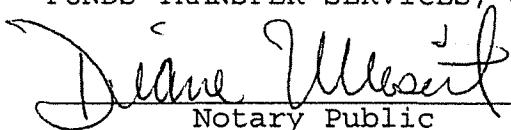
AUTOMATIC FUNDS TRANSFER
SERVICES, dba ALLIED TRUSTEE
SERVICES



By: GENEVA MARTINKUS
Its: MANAGER

STATE OF NEVADA)
COUNTY OF WASHOE) SS.
)

This instrument was acknowledged before me on December 29, 2020, by Geneva Martinkus as Manager of/for AUTOMATIC FUNDS TRANSFER SERVICES, dba ALLIED TRUSTEE SERVICES.



Diane Ulleseit
Notary Public



DOUGLAS COUNTY, NV **2020-953294**
Rec:\$290.00
\$290.00 Pgs=11 09/24/2020 03:48 PM
FIRST CENTENNIAL - RENO (MAIN OFFICE)
KAREN ELLISON, RECORDER

APN No.: 1318-25-111-017

Escrow No.: 20002299-CT

Recording Requested By:
First Centennial Title Company of Nevada
896 W Nye Ln., Suite 104
Carson City, NV 89703

When Recorded Return to:
Allied Foreclosure Services
190 W. Huffaker Lane, #408
Reno, NV 89511

SPACE ABOVE FOR RECORDERS USE

Notice of Default and Election to Sale
(Title of Document)

Re-recording of Substitution of Trustee under Deed of Trust recorded on April 2, 2020, as Document No. 2020-944258 to RESTART foreclosure proceedings

Please complete Affirmation Statement below:

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)



SIGNATURE

Roseanne Cusumano
Print Signature

Title Assistant _____
TITLE _____

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

SPACE BELOW FOR RECORDER

DOUGLAS COUNTY, NV **2020-944258**
Rec:\$290.00
\$290.00 Pgs=9 04/02/2020 01:30 PM
FIRST CENTENNIAL - RENO (MAIN OFFICE)
KAREN ELLISON, RECORDER

A. P. No. 1318-25-111-017
Foreclosure No. 18034

When recorded mail to:
Allied Foreclosure Services
190 W. Huffaker Lane, #408
Reno, NV 89511

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

TO WHOM IT MAY CONCERN:

WHEREAS, on May 23, 2017, RAY WARREN EXLEY, Trustee of the RAY WARREN EXLEY, M.D. NEVADA FAMILY TRUST, executed as Trustor a Deed of Trust with Assignment of Rents, wherein FIRST AMERICAN TITLE INSURANCE CORPORATION, is Trustee for ROBERT I. NOVASEL and RICHARD W. SCHWARTE, Co-Trustees of the NOVASEL & SCHWARTE INVESTMENTS, INC. PROFIT SHARING PLAN, Beneficiary, as security for the payment of a Promissory Note made, executed and delivered on May 23, 2017, which said Deed of Trust was recorded June 5, 2017, as Document No. 2017-899576, Official Records, Douglas County, Nevada; and

WHEREAS, there have been no endorsements to the Note or Assignments of the beneficial interest of the Deed of Trust; and

WHEREAS, the undersigned is in actual or constructive possession of the original Note secured by the Deed of Trust; and

Recorded Electronically	
ID	2020-944258
County	Douglas
Date	4-2-2020
Time	1:30pm
Simplifile.com 800.460.5657	

A. P. No. 1318-25-111-017
Foreclosure No. 18034

When recorded mail to:
Allied Foreclosure Services
190 W. Huffaker Lane, #408
Reno, NV 89511

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

TO WHOM IT MAY CONCERN:

WHEREAS, on May 23, 2017, RAY WARREN EXLEY, Trustee of the RAY WARREN EXLEY, M.D. NEVADA FAMILY TRUST, executed as Trustor a Deed of Trust with Assignment of Rents, wherein FIRST AMERICAN TITLE INSURANCE CORPORATION, is Trustee for ROBERT I. NOVASEL and RICHARD W. SCHWARTE, Co-Trustees of the NOVASEL & SCHWARTE INVESTMENTS, INC. PROFIT SHARING PLAN, Beneficiary, as security for the payment of a Promissory Note made, executed and delivered on May 23, 2017, which said Deed of Trust was recorded June 5, 2017, as Document No. 2017-899576, Official Records, Douglas County, Nevada; and

WHEREAS, there have been no endorsements to the Note or Assignments of the beneficial interest of the Deed of Trust; and

WHEREAS, the undersigned is in actual or constructive possession of the original Note secured by the Deed of Trust; and

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., a Washington corporation, dba ALLIED TRUSTEE SERVICES, was substituted as Trustee under said Deed of Trust, in the place and stead of FIRST AMERICAN TITLE INSURANCE CORPORATION, a Nebraska corporation, by document recorded concurrently herewith; and

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., dba ALLIED TRUSTEE SERVICES, has the authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust pursuant to the instruction of the undersigned; and

WHEREAS, a breach of the obligation for which said transfer in trust as security was made has occurred in that default has been made in the failure to pay the installment of principal and interest due on February 1, 2019, and in the failure to pay each such monthly installment that thereafter became due, in the failure to pay the real property taxes for the fiscal year 2019-2020; and in the failure to perform any other term, covenant or condition contained in the Deed of Trust securing the Promissory Note and to be performed by Trustor, whether such failure to perform occurred prior to or subsequent to the date hereof, together with penalties and advances that have been incurred or made or will be incurred or made during the period of default;

NOTICE IS HEREBY GIVEN that the undersigned has elected to consider all of the unpaid balance of principal and interest to be due in consequence of said default, together with attorney's fees and costs that have been incurred and will hereafter accrue, all in accordance with the terms of said Promissory Note and Deed of Trust, and the undersigned has elected to sell or cause to be sold the real property commonly known as 429 Panorama Drive, Stateline, Nevada, and described in said Deed of Trust to satisfy said obligation.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the Foreclosure Office of Foreclosure Office of Allied Foreclosure Services, 190 W. Huffaker Lane, #408, Reno, Nevada 89511, Telephone No. (775) 851-0881, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

Attached hereto is the Affidavit of Authority to Exercise the Power of Sale and Declaration of Mortgage Servicer which are hereby incorporated herein by this reference.

The Beneficiary represents that the property encumbered by the above Deed of Trust is occupied by tenants and is NOT occupied by the owners of the property.

DATED: 3/17, 2020.

BENEFICIARY:

Robert Novasel

Robert I. Novasel,
Co-Trustee

STATE OF

)
SS.
)

COUNTY OF

This instrument was acknowledged before me on
_____, 2020, by ROBERT I. NOVASEL, as Co-
Trustee of the NOVASEL & SCHWARTE INVESTMENTS, INC. PROFIT
SHARING PLAN.

Notary Public

See attached acknowledgment

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of El Dorado)

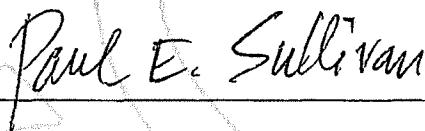
On 3/17/2020 before me, Paul E. Sullivan, notary public
(insert name and title of the officer)

personally appeared Robert I. Novasel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

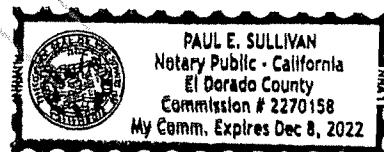
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



A. P. No. 1318-25-111-017

Foreclosure No. 18034

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE**
(NRS 107.0805(1)(b)(3) Compliance Affidavit)

Property Owners:

RAY WARREN EXLEY, Trustee
of the RAY WARREN EXLEY,
M.D. NEVADA FAMILY TRUST

Trustee Address:

Allied Foreclosure Services
190 W. Huffaker Lane, #408
Reno, NV 89511

Property Address:

429 Panorama Drive
Kingsbury Grade, Stateline
Nevada

Deed of Trust Document

Instrument Number:
2017-899576
(Douglas County)

STATE OF

California)

COUNTY OF

El Dorado)

ss:

The undersigned affiant, being first duly sworn upon oath, based on direct personal knowledge, or the personal knowledge which the affiant acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, and under penalty of perjury does hereby attest as follows:

1. The full name and business address of the current trustee or the current trustee's personal representative or assignee is:

Allied Foreclosure Services
190 W. Huffaker Lane, #408
Reno, NV 89511

The full name and business address of the current holder of the note secured by the Deed of Trust is:

ROBERT I. NOVASEL, Co-Trustee of the
NOVASEL & SCHWARTE INVESTMENTS, INC.
PROFIT SHARING PLAN

Durst & Novasel

3170 Highway 50, Suite 10, South Lake Tahoe, CA 96150

RICHARD W. SCHWARTE, Co-Trustee of the
NOVASEL & SCHWARTE INVESTMENTS, INC.
PROFIT SHARING PLAN

*3170 Highway 50, Suite 10
South Lake Tahoe, CA 96150*

The full name and business address of the current beneficiary of record of the Deed of Trust is:

ROBERT I. NOVASEL, Co-Trustee of the
NOVASEL & SCHWARTE INVESTMENTS, INC.
PROFIT SHARING PLAN

Durst & Novasel

3170 Highway 50, Suite 10, South Lake Tahoe, CA 96150

RICHARD W. SCHWARTE, Co-Trustee of the
NOVASEL & SCHWARTE INVESTMENTS, INC.
PROFIT SHARING PLAN

*3170 Highway 50 suit. 10
South Lake Tahoe, CA 96150*

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

ROBERT I. NOVASEL and
RICHARD W. SCHWARTE, Co-Trustees
of the NOVASEL & SCHWARTE INVESTMENTS, INC.
PROFIT SHARING PLAN

Robert I. Novasel

3170 Highway 50, Suite 10, South Lake Tahoe, CA 96150

2. The beneficiary under the Deed of Trust, the successor in interest of the beneficiary, or the trustee, is in actual or constructive possession of the note secured by the Deed of Trust; or the beneficiary, its successor in interest, or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
3. The Beneficiary, its successor in interest, the servicer of the obligation or debt secured by deed of trust, the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
 - (I) The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
 - (II) The amount in default;
 - (III) The principal amount of the obligation or debt secured by the deed of trust.
 - (IV) The amount of accrued interest and late charges;
 - (V) A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
 - (VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (4).
4. The local or toll-free telephone number that may be called by the obligor or borrower of the obligation or debt to receive the most current amounts due and a recitation of the information contained in this affidavit is: 1 888 738/031.

5. The date and the recordation number, and the name of each assignee under, each recorded assignment of the deed of trust which information is based on the knowledge or information as described in NRS 107.0805(1)(b)(5)(I-IV), is provided as follows:

There are no assignments of record.

6. The affiant acknowledges that they understand that recording a false affidavit that they know or have reason to know if forged or groundless, contains a material misstatement or false claim or is otherwise invalid constitutes a felony in the State of Nevada, under NRS 205.395.

Dated this 17th day of March, 2020.

Affiant Name: ROBERT I. NOVASEL, Co-Trustee

Signed By Robert I. Novasel

Print Name: ROBERT I. NOVASEL, Co-Trustee

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2020,
personally appeared before me, a Notary Public, in
and for said County and State, ROBERT I. NOVASEL, as
Co-Trustee of the NOVASEL & SCHWARTE INVESTMENTS,
INC. PROFIT SHARING PLAN, known to me to be the
person described in and who executed the foregoing
instrument in the capacity set forth therein, who
acknowledged to me that he/she executed the same
freely and voluntarily and for the uses and purposes
therein mentioned.

NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

See attached acknowledgement

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of El Dorado)

On 3/17/2020 before me, Paul E. Sullivan, notary public
(insert name and title of the officer)

personally appeared Robert I. Novasel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

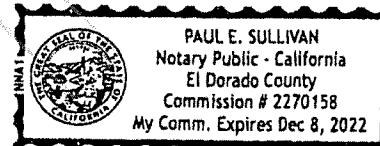
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Paul E. Sullivan

(Seal)



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EXHIBIT D

Parcel ID Number: 1318-25-111-017

DOUGLAS COUNTY, NV

2021-960418

Rec:\$40.00

01/22/2021 08:47 AM

\$40.00 Pgs=4

FIRST CENTENNIAL - RENO (MAIN OFFICE)

KAREN ELLISON, RECORDER

Recording Requested by:

Leverty & Associates Law, Chtd.
 832 Willow Street
 Reno, NV 89502

When Recorded Mail to:

Leverty & Associates Law, Chtd.
 832 Willow Street
 Reno, NV 89502

Mail Tax Statement to:

Leverty & Associates Law, Chtd.
 832 Willow Street
 Reno, NV 89502

NOTE – This Assignment should be kept with the Note and Deed of Trust hereby assigned.

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, Robert I. Novasel and Richard Schwarte, Co-Trustees of the Novasel & Schwarte Investments, Inc. Profit Sharing Plan, owners and holders of certain obligation evidenced by promissory note dated May 23, 2017 secured by certain real property described below as evidenced by a Deed or Trust executed by Ray Warren Exley, M.D., Nevada Family Trust, Trustor, First American Title Insurance Corporation, Trustee for Robert I. Novasel and Richard W. Schwarte, Co-Trustees of the Novasel & Schwarte Investments, Inc. Profit Sharing Plan, Beneficiary, which Deed of Trust was dated May 23, 2017, and recorded June 5, 2017, as Document No. 2017-899576, Official Records, Douglas County, Nevada; hereby assign, grants, assigns and transfers all interest including all beneficial interest to Leverty & Associates Law Chtd., a Nevada Corporation.

REAL PROPERTY DESCRIPTION:

That portion of Lots 13 & 14, of Kingsbury Palisades as said Lots were set forth on the map filed in the office of the County Recorder of Douglas County, State of Nevada, September 18, 1962, as Document No. 20864, Official Records of Douglas County, State of Nevada, and that portion of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 13 North, Range 18 East, M.D.B.&M., being a portion of Lot 11 -Kingsbury Lakeview, unofficial, described as follows:

Commencing at the Southwest corner of said Lot 13, as said Lot is set forth on the map of Kingsbury Palisades; thence North 0°03'38" West 104.27 feet to a point that

lies South $0^{\circ}03'38''$ East, 58.73 feet the most Northerly corner of said Lot 13; thence East 117.33 feet to a point in the Westerly right of way line of Panorama Drive; thence Southeasterly along said right of way line along a curve concave to the Southeast with a central angle of $30^{\circ}27'44''$ and a radius of 125.00 feet, an arc distance of 66.46 feet; thence South 41.33 feet to the Southeast corner of said Lot 13; thence continuing South 131.68 feet; thence North $89^{\circ}54'$ West, 99.81 feet to a point from which the West 1/4 corner of said Section 25, bears South $29^{\circ}12'$ West 1,347.78 feet; thence North $0^{\circ}05'$ West 132.00 feet to the point of beginning.

NOTE (NRS 111.312) : The above metes and bounds description appeared previously in that certain document recorded December June 5, 2017, in Book 1283, as Instrument No. 2017-899576.

TOGETHER WITH the improvements thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Automatic Funds Transfer Services, Inc., a Washington corporation, dba Allied Trustee Services, was substituted as Trustee, under said Deed of Trust, in the place and stead of First American Insurance Corporation by document recorded April 2, 2020, as Document No. 2020-944257, Official Records, Douglas County, Nevada.

DATED this 13th day of January, 2021.

Robert I. Novasel

ROBERT I. NOVASEL
Co-Trustee of the Novasel & Schwarte Investments, Inc. Profit Sharing Plan

STATE OF NEVADA)

COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the _____ day of _____, 2021,
by ROBERT I. NOVASEL.

NOTARY PUBLIC

See attached acknowledgment

DATED this 13th day of January, 2021.

Richard Schwart

RICHARD W. SCHWARTE

Co-Trustee of the Novasel & Schwarte Investments, Inc. Profit Sharing Plan

STATE OF NEVADA)

:

COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the _____ day of _____, 2021,
by RICHARD W. SCHWARTE.

NOTARY PUBLIC

See attached acknowledgement

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of El Dorado)

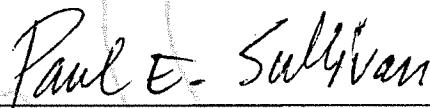
On 1-13-2021 before me, Paul E Sullivan, notary public
(insert name and title of the officer)

personally appeared Robert I Novasel and Richard W. Schwarte, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

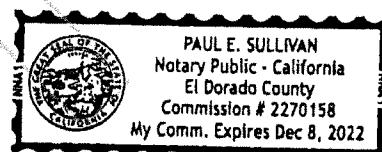
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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EXHIBIT E

DOUGLAS COUNTY, NV

Rec. \$40.00

Total: \$40.00

JULIANA L. LOZA

2021-969515

06/22/2021 03:03 PM

Pgs=4

APN: 1318-25-111-017

00137167202109695150040041

KAREN ELLISON, RECORDER

E07

RECORDING REQUESTED BY and
AFTER RECORDING MAIL THIS DOCUMENT TO:

Juliana Mayer Loza
 c/o Gordon Gordon Lawyers
 1200 Wilshire Blvd., Suite #608
 Los Angeles, CA 90017

MAIL TAX STATEMENTS TO GRANTEE:

Juliana Mayer Loza
 c/o Gordon Gordon Lawyers
 1200 Wilshire Blvd., Suite #608
 Los Angeles, CA 90017

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B. 030)

QUIT CLAIM DEED

A default Judgment, entered in Douglas County District Court case number 2021-CV-00057, purported to vest title with RAY WARREN EXLEY, deceased. Juliana Mayer Loza, Special Administrator, of the Estate of RAY WARREN EXLEY contests the validity of the default judgment and contends that legal title remains vested with The ATHENA MEDICAL GROUP DEFINED CONTRIBUTION PENSION PLAN AND TRUST Number Three. Therefore, Juliana Mayer Loza does hereby QUIT CLAIM any interest which the Estate may have to The ATHENA MEDICAL GROUP DEFINED CONTRIBUTION PENSION PLAN AND TRUST Number Threc in and to real property Assessor's Parcel No. 1318-25-111-014, real property situated in the County of Douglas, State of Nevada, commonly known by its physical address: 429 Panorama Drive, Stateline, Nevada 89449,more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 13, as said Lot is set forth on the map of Kingsbury Palisades; thence North 0°03'38" East, 58.73 feet the most Northerly corner of said Lot 13; thence East 117.33 feet to a point in the Westerly right of way line of Panorama Drive; thence Southeasterly along said right of way line along a curve concave to the Southeast with a central angle of 30°27'44" and a radius of 125.00 feet, and arc distance of 66.46 feet; thence South 41.33 feet to the Southeast corner of said Lot 13; thence continuing South 131.68 feet; thence North 89°54' West, 99.81 feet to a point from which the West 1/4 corner of said Section 25, bears South 29°12' West 1,347.78 feet; thence North 0°05' West 132.00 feet to the point of beginning.

RESERVING therefrom that portion lying in the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 13 North, Range 18 East, M.D.B. & M., all of the minerals and mineral ores of any kind, nature and description, on or beneath the surface of said land and of the right to mine and remove said minerals and mineral ores as reserve in the deed from Clover Valley Lumber Co., a Nevada Corporation, to H.E. West, recorded December 22, 1947, in Book Y of Deeds, Page 321, Douglas Nevada. APN: 1318-25-111-014

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

This legal description was previously recorded 03/30/2021 as Document No. 2021-910723.

The undersigned Grantor declares:

Documentary transfer tax is \$0.00. This conveyance is a transfer of title to a Tax Exempt ERISA Trust.

Dated: This 22 day of June, 2021 in Minden, Douglas County, Nevada.

By:



Juliana Mayer Loza, Special Administrator, of the Estate
of RAY WARREN EXLEY

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

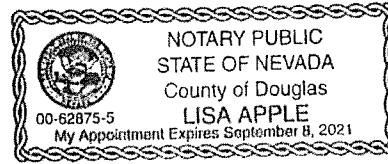
STATE OF NEVADA)
)
) ss:
COUNTY OF DOUGLAS)

On June 22, 2021 before me Lisa Apple, notary public, personally appeared Juliana Mayer Loza, Special Administrator, of the Estate of RAY WARREN EXLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Quit Claim Deed and acknowledged to me that she executed same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY of PERJURY under the laws of the State of Nevada that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Apple



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
- a) 1318-25-111-017
 b)
 c)
 d)

2. Type of Property:

- a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 i) Other

FOR RECORDERS OPTIONAL USE ONLY	
BOOK	PAGE
DATE OF RECORDING:	
NOTES: <i>Trust OK - J</i>	

3. Total Value/Sales Price of Property:
 Deed in Lieu of Foreclosure Only (value of property)
 Transfer Tax Value:
 Real Property Transfer Tax Due:

\$ _____
 (_____
 \$ _____
 \$ 0.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # 7
 b. Explain Reason for Exemption: A transfer of title to or from a trust without consideration

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Juliana Mayer Loza Capacity _____ Grantor _____
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Juliana Mayer Loza
 Address: 195 Hwy 50 Ste 104
 City: Stateline
 State: NV Zip: 89449-7172

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Ingrid van Vuerings, Trustee
 Address: 195 Hwy 50 Ste 104, P.M.B. 7172-262
 City: Stateline
 State: NV Zip: 89449-7172

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Gene M. Kaufmann Esq., Sullivan Law
 Address: 1625 State Route 88, Ste. 401
 City: Minden State: NV Zip: 89423
 (AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

DOUGLAS COUNTY, NV

Rec:\$40.00

Total:\$40.00

JULIANA L. LOZA

2021-969516

06/22/2021 03:03 PM

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APN: 1318-25-111-017

00137168202109695160040048

KAREN ELLISON, RECORDER

E07

RECORDING REQUESTED BY and
AFTER RECORDING MAIL THIS DOCUMENT TO:

Gene M. Kaufmann, Esq.

SULLIVAN LAW

1625 State Route 88, Suite 401
Minden, NV 89423**MAIL TAX STATEMENTS TO GRANTEE:**Juliana Mayer Loza
c/o Gordon Gordon Lawyers
1200 Wilshire Blvd., Suite #608
Los Angeles, CA 90017

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B. 030)

QUIT CLAIM DEED

The ATHENA MEDICAL GROUP DEFINED CONTRIBUTION PENSION PLAN AND TRUST Number Three by and through its Trustee Committee and the Board of Directors of its sponsoring corporation, herein by and through its Co-Trustee and Corporate Officer/Secretary Ingrid van Vuerings, having determined by unanimous consent in consideration of the Distribution of some of her entitled ERISA Plan Benefits, does hereby QUIT CLAIM to **Juliana Mayer Loza** an individual, all rights, title and interest of the undersigned in and to real property Assessor's Parcel No. 1318-25-111-014, real property situated in the County of Douglas, State of Nevada, commonly known by its physical address: 429 Panorama Drive, Stateline, Nevada 89449, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 13, as said Lot is set forth on the map of Kingsbury Palisades; thence North 0°03'38" East, 58.73 feet the most Northerly corner of said Lot 13; thence East 117.33 feet to a point in the Westerly right of way line of Panorama Drive; thence Southeasterly along said right of way line along a curve concave to the Southeast with a central angle of 30°27'44" and a radius of 125.00 feet, and arc distance of 66.46 feet; thence South 41.33 feet to the Southeast corner of said Lot 13; thence continuing South 131.68 feet; thence North 89°54' West, 99.81 feet to a point from which the West 1/4 corner of said Section 25, bears South 29°12' West 1,347.78 feet; thence North 0°05' West 132.00 feet to the point of beginning.

RESERVING therefrom that portion lying in the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 13 North, Range 18 East, M.D.B. & M., all of the minerals and mineral ores of any kind, nature and description, on or beneath the surface of said land and of the right to mine and remove said minerals and mineral ores as reserve in the deed from Clover Valley Lumber Co., a Nevada Corporation, to H.E. West, recorded December 22, 1947, in Book Y of Deeds, Page 321, Douglas Nevada. APN: 1318-25-111-014

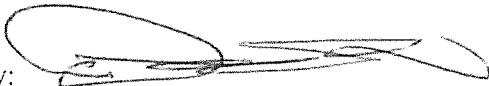
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

This legal description was previously recorded 03/30/2021 as Document No. 2021-964432.

The undersigned Grantor declares:

Documentary transfer tax is \$0.00. This conveyance is a transfer of title from a Tax Exempt ERISA Trust.

Dated: This 21 day of June, 2021 in Los Angeles County California. USA

By: 

Ingrid van Vuerings, Co-Trustee
the ATHENA MEDICAL GROUP DEFINED
CONTRIBUTION PENSION PLAN AND
TRUST Number Three and Corporate Officer of the
Athena Medical Group, Inc., (Nevada)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

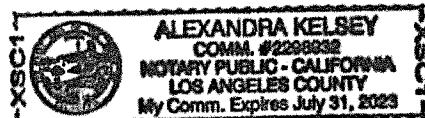
STATE OF CALIFORNIA)
)
 ss:
COUNTY OF LOS ANGELES)

On 21 June 2021 before me Alexandra Kelsey,
notary public, personally appeared Ingrid van Vuerings who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within
Quit Claim Deed and acknowledged to me that she executed same in her
authorized capacity, and that by her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the
foresaid paragraph is true and correct.

WITNESS my hand and official seal.

Alexandra Kelsey



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 1318-25-111-017
 b)
 c)
 d)

2. Type of Property:

- | | |
|--|---|
| a) <input type="checkbox"/> Vacant Land | b) <input checked="" type="checkbox"/> Single Fam. Res. |
| c) <input type="checkbox"/> Condo/Twnhse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apt. Bldg | f) <input type="checkbox"/> Comm'l/Ind'l |
| g) <input type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> Other | |

FOR RECORDERS OPTIONAL USE ONLY

BOOK _____ PAGE _____

DATE OF RECORDING: _____

NOTES: Trust of - J

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

\$ _____

Transfer Tax Value:

(\$ _____)

Real Property Transfer Tax Due:

\$ _____

\$ \$0.00 _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # 7
 b. Explain Reason for Exemption: A transfer of title to or from a trust without consideration

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature

Capacity

Grantor

Signature

Capacity

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Ingrid van Vuerings, Trustee
 Address: 195 Hwy 50 Ste 104, P.M.B. 7172-262
 City: Stateline
 State: NV Zip: 89449-7172

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Juliana Mayer Loza
 Address: 195 Hwy 50 Ste 104
 City: Stateline
 State: NV Zip: 89449

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)
 Print Name: Gene M. Kaufmann Esq., Sullivan Law
 Address: 1625 State Route 88, Ste. 401
 City: Minden State: NV Zip: 89423
 (AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

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EXHIBIT F

Steve Harris

From: Steve Harris
Sent: Tuesday, June 22, 2021 7:04 PM
To: geneva@allied1031exchange.net
Cc: gene@levertylaw.com; bill@levertylaw.com
Subject: Juliana Mayer Loza Ch 13 Bankruptcy Case No. 12-50466-btb/ 425 Panorama Drive, Stateline, NV 89449
Attachments: doc00214420210622190144.pdf
Importance: High

All,

Enclosed please find correspondence for your immediate review to advise you that the bankruptcy automatic stay is in effect with respect to any foreclosure sale of the above-referenced property.

Thank you,
Steve Harris

Stephen R. Harris, Esq.
Harris Law Practice LLC
6151 Lakeside Drive, Suite 2100
Reno, Nevada 89511
775-786-7600
steve@harrislawreno.com

HARRIS LAW PRACTICE LLC
ATTORNEY AND COUNSELOR AT LAW
STEPHEN R. HARRIS, ESQ.
6151 LAKESIDE DRIVE, SUITE 2100
RENO, NEVADA 89511
(775) 786-7600
steve@harrislawreno.com

June 22, 2021

Via Email- geneva@allied1031exchange.net - and -
Facsimile- 888-313-0021

Allied Foreclosure Services
190 W. Huffaker Lake, #408
Reno, NV 89511

**Re: Juliana Mayer Loza Chapter 13 BK-21-50466-btb
APN: 1318-25-111-017- 425 Panorama Drive, Stateline, NV 89449**

To Whom It May Concern:

This law firm represents Juliana Mayer Loza in a Chapter 13 bankruptcy case filed in the United States Bankruptcy Court, Reno, Nevada, on June 22, 2021. Enclosed please find a copy of the Notice of Bankruptcy Case Filing.

In that regard, it is our understanding that a trustee's foreclosure sale is scheduled to occur on Wednesday, June 23, 2021, with respect to the Debtor's real property located at 425 Panorama Drive, Stateline, NV 89449, identified as your Foreclosure No. 18034.

Also enclosed herewith are two (2) Quit Claim Deeds recorded in Douglas County, State of Nevada, showing the subject real property title in Ms. Loza's name. Ms. Loza also has a beneficial interest in the Athena Medical Group Defined Contribution Pension Plan and Trust Number Three.

Due to Ms. Loza's Chapter 13 filing, the 11 U.S.C. §362(a) bankruptcy automatic stay is in effect as to any pending collection or foreclosure actions. Please confirm that your scheduled trustee's foreclosure sale will not take place as currently scheduled.

Thank you.

Very truly yours,
/s/ Stephen R. Harris
STEPHEN R. HARRIS, ESQ.

Encl.

cc: Leverty & Associates Law, CHTD.,
Attn: Vernon E. Leverty, Esq. and William R. Ginn, Esq.(via email)
Juliana Mayer Loza (via email)

United States Bankruptcy Court
District of Nevada

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 06/22/2021 at 6:18 PM and filed on 06/22/2021.

JULIANA MAYER LOZA
429 PANORAMA DRIVE
STATELINE, NV 89449



The case was filed by the debtor's attorney:

STEPHEN R HARRIS
HARRIS LAW PRACTICE LLC
6151 LAKESIDE DR, STE 2100
RENO, NV 89511
(775) 786-7600

The case was assigned case number 21-50466.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.nvb.uscourts.gov> or at the Clerk's Office, 300 Booth Street, Reno, NV 89509.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**Mary A. Schott
Clerk, U.S. Bankruptcy
Court**

PACER Service Center
Transaction Receipt
06/22/2021 18:18:55

Steve Harris

From: Bill Ginn <bill@levertylaw.com>
Sent: Tuesday, June 22, 2021 7:20 PM
To: Steve Harris; geneva@allied1031exchange.net
Cc: Gene Leverty; Patrick Leverty; Jess Rinehart
Subject: RE: Juliana Mayer Loza Ch 13 Bankruptcy Case No. 12-50466-btb/ 425 Panorama Drive, Stateline, NV 89449

Dear Mr. Harris,

Please provide the attachments that you reference in your letter. They were not attached.

Sincerely,

William R. Ginn, Esq.



LEVERTY & ASSOCIATES LAW CHTD.

"Reno Gould House"

832 Willow Street

Reno, Nevada 89502

Dir.: (775)538-6631

Main Office.: (775) 322-6636

Fax: (775) 322-3953

www.levertylaw.com

bill@levertylaw.com

Licensed in Nevada and California

PLEASE NOTE: This e-mail message is intended only for the use of the individual or entity of which it is addressed and may contain information that is privilege, confidential and/or exempt from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and delete this e-mail message.

From: Steve Harris <steve@harrislawreno.com>
Sent: Tuesday, June 22, 2021 7:04 PM
To: geneva@allied1031exchange.net
Cc: Gene Leverty <gene@levertylaw.com>; Bill Ginn <bill@levertylaw.com>
Subject: Juliana Mayer Loza Ch 13 Bankruptcy Case No. 12-50466-btb/ 425 Panorama Drive, Stateline, NV 89449
Importance: High

All,

Enclosed please find correspondence for your immediate review to advise you that the bankruptcy automatic stay is in effect with respect to any foreclosure sale of the above-referenced property.

Thank you,
Steve Harris

Stephen R. Harris, Esq.
Harris Law Practice LLC
6151 Lakeside Drive, Suite 2100
Reno, Nevada 89511
775-786-7600
steve@harrislawreno.com

Steve Harris

From: Steve Harris
Sent: Tuesday, June 22, 2021 8:01 PM
To: Bill Ginn; geneva@allied1031exchange.net
Cc: Gene Leverty; Patrick Leverty; Jess Rinehart; Steve Harris
Subject: RE: Juliana Mayer Loza Ch 13 Bankruptcy Case No. 12-50466-btb/ 425 Panorama Drive, Stateline, NV 89449
Attachments: doc00214520210622195927.pdf

I apologize. Attached are the quit claim deeds.

Thank you,
Steve

Stephen R. Harris, Esq.
Harris Law Practice LLC
6151 Lakeside Drive, Suite 2100
Reno, Nevada 89511
775-786-7600
steve@harrislawreno.com

From: Bill Ginn <bill@levertylaw.com>
Sent: Tuesday, June 22, 2021 7:20 PM
To: Steve Harris <steve@harrislawreno.com>; geneva@allied1031exchange.net
Cc: Gene Leverty <gene@levertylaw.com>; Patrick Leverty <Pat@levertylaw.com>; Jess Rinehart <jess@levertylaw.com>
Subject: RE: Juliana Mayer Loza Ch 13 Bankruptcy Case No. 12-50466-btb/ 425 Panorama Drive, Stateline, NV 89449

Dear Mr. Harris,

Please provide the attachments that you reference in your letter. They were not attached.

Sincerely,

William R. Ginn, Esq.



LEVERTY & ASSOCIATES LAW CHTD.

"Reno Gould House"

832 Willow Street

Reno, Nevada 89502

Dir.: (775)538-6631

Main Office.: (775) 322-6636

Fax: (775) 322-3953

www.levertylaw.com

bill@levertylaw.com

Licensed in Nevada and California

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From: Steve Harris <steve@harrislawreno.com>
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Cc: Gene Leverty <gene@levertylaw.com>; Bill Ginn <bill@levertylaw.com>
Subject: Juliana Mayer Loza Ch 13 Bankruptcy Case No. 12-50466-btb/ 425 Panorama Drive, Stateline, NV 89449
Importance: High

All,

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Thank you,
Steve Harris

Stephen R. Harris, Esq.
Harris Law Practice LLC
6151 Lakeside Drive, Suite 2100
Reno, Nevada 89511
775-786-7600
steve@harrislawreno.com

DOUGLAS COUNTY, NV

Rec:\$40.00

Total:\$40.00

JULIANA L. LOZA

2021-969516

06/22/2021 03:03 PM

Pgs=4

APN: 1318-25-111-017



00137168202109695160040048

KAREN ELLISON, RECORDER

E07

RECORDING REQUESTED BY and
AFTER RECORDING MAIL THIS DOCUMENT TO:
Gene M. Kaufmann, Esq.
SULLIVAN LAW
1625 State Route 88, Suite 401
Minden, NV 89423

MAIL TAX STATEMENTS TO GRANTEE:

Juliana Mayer Loza
c/o Gordon Gordon Lawyers
1200 Wilshire Blvd., Suite #608
Los Angeles, CA 90017

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B. 030)

QUIT CLAIM DEED

The ATHENA MEDICAL GROUP DEFINED CONTRIBUTION PENSION PLAN AND TRUST Number Three by and through its Trustee Committee and the Board of Directors of its sponsoring corporation, herein by and through its Co-Trustee and Corporate Officer/Secretary Ingrid van Vuerings, having determined by unanimous consent in consideration of the Distribution of some of her entitled ERISA Plan Benefits, does hereby QUIT CLAIM to **Juliana Mayer Loza** an individual, all rights, title and interest of the undersigned in and to real property Assessor's Parcel No. 1318-25-111-014, real property situated in the County of Douglas, State of Nevada, commonly known by its physical address: 429 Panorama Drive, Stateline, Nevada 89449, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 13, as said Lot is set forth on the map of Kingsbury Palisades; thence North 0°03'38" East, 58.73 feet the most Northerly corner of said Lot 13; thence East 117.33 feet to a point in the Westerly right of way line of Panorama Drive; thence Southeasterly along said right of way line along a curve concave to the Southeast with a central angle of 30°27'44" and a radius of 125.00 feet, and arc distance of 66.46 feet; thence South 41.33 feet to the Southeast corner of said Lot 13; thence continuing South 131.68 feet; thence North 89°54' West, 99.81 feet to a point from which the West 1/4 corner of said Section 25, bears South 29°12' West 1,347.78 feet; thence North 0°05' West 132.00 feet to the point of beginning.

RESERVING therefrom that portion lying in the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 13 North, Range 18 East, M.D.B. & M., all of the minerals and mineral ores of any kind, nature and description, on or beneath the surface of said land and of the right to mine and remove said minerals and mineral ores as reserve in the deed from Clover Valley Lumber Co., a Nevada Corporation, to H.E. West, recorded December 22, 1947, in Book Y of Deeds, Page 321, Douglas Nevada. APN: 1318-25-111-014

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

This legal description was previously recorded 03/30/2021 as Document No. 2021-964432.

The undersigned Grantor declares:

Documentary transfer tax is \$0.00. This conveyance is a transfer of title from a Tax Exempt ERISA Trust.

Dated: This 21 day of June, 2021 in Los Angeles County California, USA

By: 

Ingrid van Vuerings, Co-Trustee
the ATHENA MEDICAL GROUP DEFINED
CONTRIBUTION PENSION PLAN AND
TRUST Number Three and Corporate Officer of the
Athena Medical Group, Inc., (Nevada)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

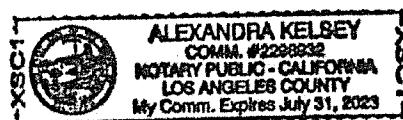
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On 21 June 2021 before me Alexandra Kelsey
notary public, personally appeared Ingrid van Vuering who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within
Quit Claim Deed and acknowledged to me that she executed same in her
authorized capacity, and that by her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Alexandra Kellogg



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 1318-25-111-017
 b)
 c)
 d)

2. Type of Property:

- | | | | |
|-----------------------------|--------------|--|------------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input checked="" type="checkbox"/> | Single Fam. Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other _____ | | |

FOR RECORDERS OPTIONAL USE ONLY	
BOOK _____	PAGE _____
DATE OF RECORDING: _____	
NOTES: <u>Trust of JL</u>	

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

\$ _____

Transfer Tax Value:

(\$ _____)

Real Property Transfer Tax Due:

\$ \$0.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # 7
 b. Explain Reason for Exemption: A transfer of title to or from a trust without consideration

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity _____ Grantor _____

Signature _____ Capacity _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Ingrid van Vuerings, Trustee
 Address: 195 Hwy 50 Ste 104, P.M.B. 7172-262
 City: Stateline
 State: NV Zip: 89449-7172

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Juliana Mayer Loza
 Address: 195 Hwy 50 Ste 104
 City: Stateline
 State: NV Zip: 89449

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Gene M. Kaufmann Esq., Sullivan Law Escrow # _____
 Address: 1625 State Route 88, Ste. 401
 City: Minden State: NV Zip: 89423
 (AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

DOUGLAS COUNTY, NV 2021-969515
Rec:\$40.00
Total:\$40.00 06/22/2021 03:03 PM
JULIANA L LOZA Pgs=4

APN: 1318-25-111-017



00137167202109695150040041

KAREN ELLISON, RECORDER

E07

RECORDING REQUESTED BY and
AFTER RECORDING MAIL THIS DOCUMENT TO:

Juliana Mayer Loza
c/o Gordon Gordon Lawyers
1200 Wilshire Blvd., Suite #608
Los Angeles, CA 90017

MAIL TAX STATEMENTS TO GRANTEE:

Juliana Mayer Loza
c/o Gordon Gordon Lawyers
1200 Wilshire Blvd., Suite #608
Los Angeles, CA 90017

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B. 030)

QUIT CLAIM DEED

A default Judgment, entered in Douglas County District Court case number 2021-CV-00057, purported to vest title with RAY WARREN EXLEY, deceased. Juliana Mayer Loza, Special Administrator, of the Estate of RAY WARREN EXLEY contests the validity of the default judgment and contends that legal title remains vested with The ATHENA MEDICAL GROUP DEFINED CONTRIBUTION PENSION PLAN AND TRUST Number Three. Therefore, Juliana Mayer Loza does hereby QUIT CLAIM any interest which the Estate may have to The ATHENA MEDICAL GROUP DEFINED CONTRIBUTION PENSION PLAN AND TRUST Number Three in and to real property Assessor's Parcel No. 1318-25-111-014, real property situated in the County of Douglas, State of Nevada, commonly known by its physical address: 429 Panorama Drive, Stateline, Nevada 89449, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 13, as said Lot is set forth on the map of Kingsbury Palisades; thence North 0°03'38" East, 58.73 feet the most Northerly corner of said Lot 13; thence East 117.33 feet to a point in the Westerly right of way line of Panorama Drive; thence Southeasterly along said right of way line along a curve concave to the Southeast with a central angle of 30°27'44" and a radius of 125.00 feet, and arc distance of 66.46 feet; thence South 41.33 feet to the Southeast corner of said Lot 13; thence continuing South 131.68 feet; thence North 89°54' West, 99.81 feet to a point from which the West 1/4 corner of said Section 25, bears South 29°12' West 1,347.78 feet; thence North 0°05' West 132.00 feet to the point of beginning.

RESERVING therefrom that portion lying in the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 13 North, Range 18 East, M.D.B. & M., all of the minerals and mineral ores of any kind, nature and description, on or beneath the surface of said land and of the right to mine and remove said minerals and mineral ores as reserve in the deed from Clover Valley Lumber Co., a Nevada Corporation, to H.E. West, recorded December 22, 1947, in Book Y of Deeds, Page 321, Douglas Nevada. APN: 1318-25-111-014

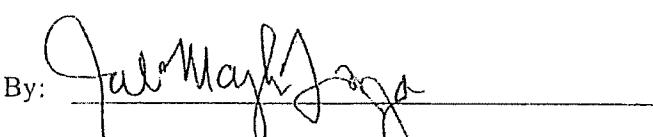
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

This legal description was previously recorded 03/30/2021 as Document No. 2021-910723.

The undersigned Grantor declares:

Documentary transfer tax is \$0.00. This conveyance is a transfer of title to a Tax Exempt ERISA Trust.

Dated: This 22 day of June, 2021 in Minden, Douglas County, Nevada.

By: 
Juliana Mayer Loza, Special Administrator, of the Estate
of RAY WARREN EXLEY

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

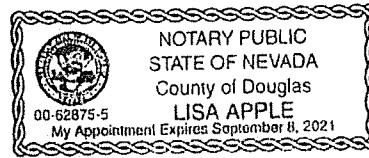
STATE OF NEVADA)
)
) ss:
COUNTY OF DOUGLAS)

On June 22, 2021 before me Lisa Apple, notary public, personally appeared Juliana Mayer Loza, Special Administrator, of the Estate of RAY WARREN EXLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Quit Claim Deed and acknowledged to me that she executed same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY of PERJURY under the laws of the State of Nevada that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Apple



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 1318-25-111-017
 b)
 c)
 d)

2. Type of Property:

- a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
BOOK _____	PAGE _____
DATE OF RECORDING: _____	
NOTES: <u>Trust OK - J</u>	

3. Total Value/Sales Price of Property:

\$ _____

Deed in Lieu of Foreclosure Only (value of property)

(\$ _____)

Transfer Tax Value:

\$ _____

Real Property Transfer Tax Due:

\$ \$0.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # 7
 b. Explain Reason for Exemption: A transfer of title to or from a trust without consideration

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity _____ Grantor _____

Signature [Signature] Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Juliana Mayer Loza
 Address: 195 Hwy 50 Ste 104
 City: Stateline
 State: NV Zip: 89449-7172

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Ingrid van Vuering, Trustee
 Address: 195 Hwy 50 Ste 104, P.M.B.7172-262
 City: Stateline
 State: NV Zip: 89449-7172

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Gene M. Kaufmann Esq., Sullivan Law
 Address: 1625 State Route 88, Ste. 401
 City: Minden State: NV Zip: 89423

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Steve Harris

From: Steve Harris
Sent: Tuesday, June 22, 2021 8:07 PM
To: Bill Ginn; geneva@allied1031exchange.net
Cc: Gene Leverty; Patrick Leverty; Jess Rinehart
Subject: RE: Juliana Mayer Loza Ch 13 Bankruptcy Case No. 12-50466-btb/ 425 Panorama Drive, Stateline, NV 89449

All,

I also just noticed that my letter to you inadvertently stated the property address was 425 Panorama Drive, and it is in fact 429 Panorama Drive, Stateline, NV 89449, as evidenced on the quit claim deeds.

Thank you,
Steve

Stephen R. Harris, Esq.
Harris Law Practice LLC
6151 Lakeside Drive, Suite 2100
Reno, Nevada 89511
775-786-7600
steve@harrislawreno.com

From: Bill Ginn <bill@levertylaw.com>
Sent: Tuesday, June 22, 2021 7:20 PM
To: Steve Harris <steve@harrislawreno.com>; geneva@allied1031exchange.net
Cc: Gene Leverty <gene@levertylaw.com>; Patrick Leverty <Pat@levertylaw.com>; Jess Rinehart <jess@levertylaw.com>
Subject: RE: Juliana Mayer Loza Ch 13 Bankruptcy Case No. 12-50466-btb/ 425 Panorama Drive, Stateline, NV 89449

Dear Mr. Harris,

Please provide the attachments that you reference in your letter. They were not attached.

Sincerely,

William R. Ginn, Esq.



LEVERTY & ASSOCIATES LAW CHTD.
"Reno Gould House"
832 Willow Street
Reno, Nevada 89502
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Licensed in Nevada and California

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From: Steve Harris <steve@harrislawreno.com>

Sent: Tuesday, June 22, 2021 7:04 PM

To: geneva@allied1031exchange.net

Cc: Gene Leverty <gene@levertylaw.com>; Bill Ginn <bill@levertylaw.com>

Subject: Juliana Mayer Loza Ch 13 Bankruptcy Case No. 12-50466-btb/ 425 Panorama Drive, Stateline, NV 89449

Importance: High

All,

Enclosed please find correspondence for your immediate review to advise you that the bankruptcy automatic stay is in effect with respect to any foreclosure sale of the above-referenced property.

Thank you,
Steve Harris

Stephen R. Harris, Esq.
Harris Law Practice LLC
6151 Lakeside Drive, Suite 2100
Reno, Nevada 89511
775-786-7600
steve@harrislawreno.com